

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Williams Scotsman, Inc.		06/28/2005	CORPORATION: MARYLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A., as Collateral Agent		
<b>Street Address:</b>	335 Madison Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	Banking Institution:		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78482548	REDI-PLEX BUILDINGS	
<b>Serial Number:</b>	78482498	REDI SPACE SOLUTIONS	
<b>Serial Number:</b>	78482561	REDI-ACCESS SYSTEMS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)836-8026		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(212) 836-7319		
<b>Email:</b>	psomelofske@kayescholer.com		
<b>Correspondent Name:</b>	Paul J. Somelofske		
<b>Address Line 1:</b>	425 Park Avenue		
<b>Address Line 2:</b>	Station 14-B		
<b>Address Line 4:</b>	New York, NEW YORK 10022-3598		
<b>NAME OF SUBMITTER:</b>	Paul J. Somelofske		
<b>Signature:</b>	/Paul J. Somelofske/		

CH \$90.00 78482548

Date:

07/01/2005

**Total Attachments: 5**

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GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Williams Scotsman, Inc., a Maryland corporation (the "Grantor") with principal offices at 8211 Town Center Drive, Baltimore, Maryland 21236, hereby assigns and grants to Bank of America, N.A., as Collateral Agent, with principal offices at Bank of America, N.A., 335 Madison Avenue, New York, New York 10017 (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Amended and Restated Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of March 26, 2002, amended and restated as of August 18, 2003, and amended and restated as of June \_\_, 2005 (as further amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.


This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this

Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

**[Remainder of this page intentionally left blank; signature page follows]**

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the  
28<sup>th</sup> day of June, 2005.

WILLIAMS SCOTSMAN, INC., Grantor

By   
Name: Robert D. SINGER  
Title: SVP & CFO

BANK OF AMERICA, N.A.,  
as Collateral Agent and Grantee


By \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the  
28<sup>th</sup> day of June, 2005

WILLIAMS SCOTSMAN, INC., Grantor

By \_\_\_\_\_  
Name:  
Title:

BANK OF AMERICA, N.A.,  
as Collateral Agent and Grantee

By   
Name: Kevin W Colston  
Title: VICE PRESIDENT

Trademark Registrations and Trademark Applications

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
REDI-PLEX BUILDINGS	SN 78/482,548	Pending
REDI SPACE SOLUTIONS & design	SN 78/482,498	Pending
REDI-ACCESS SYSTEMS & design	SN 78/482,561	Pending